# 900209753 12/15/2011

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Teranex, Inc.		07/28/2004	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	Silicon Optix Inc.	
Street Address:	2025 Gateway Place	
Internal Address:	Suite 360 West	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95110	
Entity Type:	CORPORATION: DELAWARE	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2453710	TERANEX

# CORRESPONDENCE DATA

 Fax Number:
 (216)696-0740

 Phone:
 216-861-7659

Email: clevelandip@bakerlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Melanie S. Corcoran
Address Line 1: 1900 East 9th Street

Address Line 2: Suite 3200

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Melanie S.Corcoran
Signature:	/Melanie S. Corcoran/
Date:	12/15/2011

#### Total Attachments: 3

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### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "<u>Agreement</u>") is entered into as of July 28, 2004 by and between Teranex, Inc., a Delaware corporation, having its principal place of business at 7800 Southland Blvd., Suite 250, Orlando, Florida 32809 ("<u>Assignor</u>") and Silicon Optix Inc., a Delaware corporation having its principal place of business at 2025 Gateway Place, Suite 360 West, San Jose, California 95110 ("<u>Assignee</u>").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 2, 2004, (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, all of Assignor's right, title, and interest to the assets, properties and rights set forth in the Purchase Agreement;

WHEREAS, Assignor has adopted, is using, or intends to use the trademarks identified on Attachment 1 to this Agreement (collectively, the "<u>Trademarks</u>") and is the owner of the registration and applications for registration in the United States Patent and Trademark Office identified on Attachment 1 to this Agreement (collectively, the "<u>Trademark Registrations</u>"); and

WHEREAS, Assignee, as a successor to the business of the Assignor to which the Trademarks relate within the meaning of 15 U.S.C. §1060, desires to acquire the Trademarks and their associated Trademark Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

- 1. <u>Assignment</u>. Assignor hereby assigns to Assignee all of its right, title and interest in and to said Trademarks and the Trademark Registrations together with the goodwill of the business symbolized by the Trademarks and the Trademark Registrations
- 2. <u>Binding Agreement</u>. The terms and covenants of this Agreement shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.
- 3. <u>Miscellaneous</u>. This Agreement shall be governed by the laws of the State of Delaware, without reference to conflict of laws principles. Any failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then such provision shall be eliminated or limited to the extent required by applicable law and this Agreement, as so modified, shall remain enforceable in accordance with its terms.

\* \* \* \* \*

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed as of the date first written above.

a Delaware corporation
Robert DeFeo
President and Chief Executive Officer
PARALOGIC HOLDING CORPORATION
SILICON OPTIX INC.  a Delaware corporation
By:
Paul M. Russo

President and Chief Executive Officer

TERANEX, INC.

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

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# **ATTACHMENT 1**

# TRADEMARKS AND TRADEMARK REGISTRATIONS

# **REGISTERED TRADEMARKS:**

<u>Mark</u>

Reg. No.

Teranex

2453710

# **COMMON LAW TRADEMARKS:**

Volare

ΧM

XF

imageRestore

StarFilm

ScratchOut

XScan

imageConvert

StarFront

Star-up

Xantus-one

imageEnhance

**PixelMotion** 

PixelComp

**DCR** 

**BPA** 

**TMS** 

Cine Maker

CineComp

StarPack

Correct Cadence

Video Perfection

Xantus

TRADEMARK
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**RECORDED: 12/15/2011**